

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS**

U.S. DISTRICT COURT NORTHERN DISTRICT OF TEXAS <b>FILED</b> JUN 24 2009 CLERK, U.S. DISTRICT COURT By <u>[Signature]</u> Deputy
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**METROPCS WIRELESS, INC.**

**Plaintiff,**

**v.**

**WIRELESS XCESSORIES GROUP, INC.**

**Defendant.**

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**Civil Action No.**

**3-09-CV-1188-N**

**COMPLAINT AND REQUEST FOR  
PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF**

Plaintiff MetroPCS Wireless, Inc. (hereafter "MetroPCS") files this Complaint and Request for Preliminary and Permanent Injunctive Relief against Defendant Wireless Xcessories Group, Inc. (hereafter "WXG" or "Defendant") and respectfully states as follows:

**PARTIES**

1. MetroPCS Wireless, Inc. is a corporation organized under the laws of the State of Delaware, and having its principal place of business at 2250 Lakeside Boulevard, Richardson, Texas 75082. MetroPCS is engaged in the business of providing telecommunications services and goods, and, in particular, providing wireless communication services and hardware.

2. Upon information and belief, WXG is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 1840 County Line Road, Huntingdon Valley, PA 19006. Upon information and belief, WXG's business is, among other things, the sale of various telecommunications device accessories and associated promotional, marketing, and advertisement materials. Upon information and belief, WXG sells and offers to sell its goods and services to customers in this district. WXG may be served with process by serving its officers at its principal place of business.

### **JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a) because this case arises under the Trademark Act of 1946, as amended, 15 U.S.C. § 1051 et seq. (the Lanham Act).

4. This Court has jurisdiction over the state claims herein under the provisions of 28 U.S.C. § 1338(b) and § 1367 because these claims are joined with a substantial and related claim under the trademark laws of the United States, 15 U.S.C. § 1051 et seq., and the other federal claims described herein.

5. This Court has personal jurisdiction over the Defendants because Defendant regularly conducts business in this district and because all or a substantial part of the unlawful acts complained of herein were committed in this district. Upon information and belief, WXG operates an active website, offering goods and services within Dallas County in the State of Texas and sells products and services to customers in Texas, including customers in this district. Further, on information and belief, WXG has sales agents located within this district who sell goods and services to customers in this district.

6. This Court is the proper venue under 28 U.S.C. § 1391(b) and 1391(c) as Defendant regularly conducts business in this district and is subject to personal jurisdiction in this district. Defendant is therefore deemed to reside here. Venue is also proper in this district as a substantial part of the events giving rise to the claim occurred within this district.

### **NATURE OF THE DISPUTE**

7. In this action, MetroPCS seeks preliminary and permanent injunctive relief and damages for acts of federal and common law trademark infringement, federal and state law trademark false designation of origin and dilution, federal trademark counterfeiting, tortious

interference with existing contractual relations, unjust enrichment, and unfair competition engaged in by Defendants in violation of the laws of the United States and of the State of Texas.

8. MetroPCS is a provider of wireless communications services offering services, through its subsidiaries, in metropolitan areas in California, Florida, Georgia, Louisiana, Michigan, Nevada, Pennsylvania, and Texas. Nationally, as of March 31, 2009, MetroPCS has more than six million subscribers. MetroPCS nationally advertises its goods and services through various media outlets, including television, radio, outdoor and print media, and on the Internet at <http://www.metropcs.com>.

9. MetroPCS offers goods and services under the trademark METROPCS. MetroPCS Wireless, Inc., through a merger with MetroPCS, Inc., is the owner of five United States trademark registrations for METROPCS (collectively, "the METROPCS marks") in International Classes 9 and 38 for telecommunications hardware and services, respectively. Specifically, MetroPCS owns Registration Nos. 2,803,097 and 2,865,446 for the word mark "METROPCS" when used in conjunction with telecommunications hardware and services, including wireless telephones and communication services. MetroPCS also owns Registration Nos. 2,784,778 and 2,792,316 for the stylized mark "metroPCS" (shown below) when used in conjunction with telecommunications hardware and services, including wireless telephones and communications services. MetroPCS also owns Registration No. 3,542,846 for the stylized mark with color claim "metroPCS" (also shown below) when used in conjunction with telecommunications hardware and services, including wireless telephones and communications services. True and correct copies of the registrations of the METROPCS marks are attached hereto as Exhibit 1. True and correct copies of the assignment records of the METROPCS marks, obtained from the United States Patent and Trademark Office, are attached as Exhibit 2.

**metroPCS**

**metroPCS**

MetroPCS has continually used the METROPCS marks in commerce for providing telecommunications hardware and services since 2002.

10. MetroPCS goods and services are offered to consumers through the use of authorized dealers. The authorized dealers contract with MetroPCS for the right to sell hardware and services bearing the METROPCS marks. Further, the authorized dealers agree to only use approved materials to market and promote MetroPCS' goods and services. Only these approved materials can bear the METROPCS marks. The authorized dealers agree that the use of the METROPCS marks on promotional, marketing, and advertising materials as well as product packaging must be in the manner and to the extent specified by MetroPCS.

11. MetroPCS protects its valuable goodwill and reputation through its use of authorized vendors. These authorized vendors provide high quality merchandise to the authorized dealers to provide approved promotional, marketing, and advertising materials as well as approved telecommunications hardware accessories. The authorized dealers can only use the METROPCS marks on merchandise obtained from MetroPCS or an authorized vendor. The authorized vendors contract with MetroPCS to provide merchandise bearing the METROPCS marks. This merchandise is then sold exclusively to the authorized dealers. MetroPCS and the authorized vendor entered their contract with the understanding that the authorized dealers are

required to purchase telecommunication device accessories and marketing, promotional, and advertising materials bearing the METROPCS marks from the authorized vendor or MetroPCS.

12. WXG is a virtual retail establishment selling, among other things, various telecommunication device accessories and promotional, marketing, and advertising materials from its principal place of business at 1840 County Line Road, Huntingdon Valley, PA 19006. Upon information and belief, WXG sells these telecommunication device accessories and promotional, marketing, and advertising materials to telecommunication device dealers. Upon information and belief, WXG sells these telecommunication device accessories and promotional, marketing, and advertising materials from its website ([www.wirexgroup.com](http://www.wirexgroup.com)) to dealers throughout the United States, including the Northern District of Texas. Upon information and belief, WXG further sells these telecommunication device accessories and promotional, marketing, and advertising materials through individual sales agents located throughout the United States, including a sales agent located in the Northern District of Texas.

13. WXG sales agents directly market to MetroPCS authorized dealers. Attached as Exhibit 3 are telecommunication device accessories and promotional, marketing, and advertising materials sent or sold by WXG to MetroPCS' authorized dealers. Upon information and belief, the WXG sales agents have offered to provide and have sold advertising, marketing, and promotional material to the MetroPCS authorized dealers bearing the METROPCS marks. WXG does not have any right, permission or authority to use any METROPCS marks on any advertising, promotional, and marketing material. Upon information and belief, WXG sales agents falsely inform the MetroPCS authorized dealers that the WXG sales agents are authorized vendors.

14. WXG sells telecommunication device accessories and promotional, marketing, and advertising materials to telecommunication device dealers through its website. WXG is using the METROPCS marks on this website to promote the sale of these accessories and materials. Attached as Exhibit 4 are printouts of the WXG website showing use of the METROPCS marks to promote the sale of these accessories and materials. The use of the METROPCS marks by WXG is without any right, permission or authority from MetroPCS. Upon information and belief, the telecommunication device accessories sold by WXG are of a poorer quality grade than the telecommunication device accessories sold by the MetroPCS authorized vendor.

15. WXG sells, and offers to sell telecommunication device accessories and promotional, marketing, and advertising materials to telecommunication device dealers bearing the METROPCS marks from its website that also advertises the marks of METROPCS' competitors.

16. On or about June 15, 2009, MetroPCS sent a letter to Defendant WXG informing them of their unlawful use of the METROPCS marks. The letter requested WXG to cease and desist from engaging in the infringing activities described therein and any further infringing activities and take certain remedial measures. The letter requested that Defendant send written confirmation of their full compliance and that MetroPCS receive such confirmation no later than June 26, 2009.

17. On or about June 17, 2009, MetroPCS received a written response from WXG expressing a desire to cooperate and avoid litigation.

18. On or about June 19, 2009, MetroPCS and counsel spoke with Mr. Stephen Rade, President of WXG. Based upon these discussions, MetroPCS, through its counsel, sent WXG a letter agreement, requesting return of the signed agreement by June 26, 2009.

19. On June 23, 2009, MetroPCS received a written response from WXG rejecting the letter agreement.

**COUNT I – FEDERAL TRADEMARK INFRINGEMENT**

(15 U.S.C. § 1114)

20. MetroPCS repeats and realleges the allegations of paragraphs 1 through 19 as if fully set forth herein.

21. Defendant is using the METROPCS marks, including the registered “METROPCS” word marks in commerce in connection with the sale, offering for sale, distribution, or advertising of wireless communication hardware and associated promotional, marketing, and advertising materials.

22. Defendant’s acts are likely to cause confusion, mistake, or deception because Defendant’s marks are identical to or confusingly similar to the METROPCS marks. Further, Defendant uses these marks in connection with goods that are similar, if not identical, to MetroPCS’ goods and within the same channels of trade. Therefore, consumers are likely to incorrectly conclude that Defendant or their goods are affiliated, connected, or associated with MetroPCS and the goods of MetroPCS.

23. Defendant’s use of the METROPCS marks is without leave, authority, or license from MetroPCS.

24. As a result of Defendant’s actions, MetroPCS has sustained and will continue to sustain harm to its valuable goodwill and reputation established in connection with the use and promotion of the METROPCS marks, causing loss of profits; Defendant has benefited from the

improper association of the WXG retail establishment, including the goods sold therein, with MetroPCS; and members of the public are likely to be confused, misled, and deceived.

25. Defendant's actions are willful and wanton, or are in reckless disregard for the rights of MetroPCS in the METROPCS marks.

26. In the alternative, Defendant's actions are negligent.

27. Unless restrained and enjoined, Defendant is likely to continue to engage in infringing acts, causing MetroPCS irreparable damage as detailed above. MetroPCS is entitled to injunctive relief, profits, and damages.

**COUNT II – FEDERAL TRADEMARK FALSE DESIGNATION OF ORIGIN,  
FALSE DESCRIPTION AND DILUTION**

(15 U.S.C. § 1125)

28. MetroPCS repeats and realleges the allegations of paragraphs 1 through 27 as if fully set forth herein.

29. MetroPCS has established a business reputation through the use of the METROPCS marks because of MetroPCS' extensive promotion of the METROPCS marks and sales of uniformly high quality goods and services under the same. MetroPCS' business reputation has created a distinctive quality in the inherently distinctive METROPCS marks. As a result, the METROPCS marks have become famous.

30. The METROPCS marks have continued to be famous since well before the Defendant's infringing use of the METROPCS marks.

31. Defendant's unauthorized use of the METROPCS marks is likely to injure MetroPCS' business reputation through dilution of the famous METROPCS marks, by blurring the distinctiveness of the METROPCS marks and/or tarnishing the goodwill associated with the famous METROPCS marks.



32. As a result of Defendant's actions, MetroPCS has sustained and will continue to sustain the dilution of valuable goodwill and reputation established in connection with the use and promotion of the METROPCS marks, causing loss of sales and profits.

33. Defendant's actions are willful and wanton, or are in reckless disregard for the rights of MetroPCS in the famous METROPCS marks.

34. In the alternative, Defendant's actions are negligent.

35. Unless restrained and enjoined, Defendant is likely to continue to engage in acts that dilute the famous METROPCS marks, through blurring and/or tarnishment, causing MetroPCS irreparable damage as detailed above. MetroPCS is entitled to injunctive relief, profits, and damages.

### **COUNT III – FEDERAL TRADEMARK COUNTERFEITING**

(15 U.S.C. § 1114, 1116, and 1117)

36. MetroPCS repeats and realleges the allegations of paragraphs 1 through 35 as if fully set forth herein.

37. Defendant's infringing use of the METROPCS marks is non-genuine and is identical to, or substantially indistinguishable from MetroPCS' registered METROPCS marks. As such, Defendant's use counterfeits the METROPCS marks.

38. The METROPCS marks are registered on the Principal Register for the same telecommunications hardware and services for which Defendant's counterfeit METROPCS marks are being used.

39. MetroPCS is currently using its METROPCS marks in commerce and has continuously done so since long before Defendant began using the counterfeit METROPCS marks.

40. Defendant's use of non-genuine, counterfeit METROPCS marks has never been authorized by MetroPCS.

41. Defendant is intentionally using the counterfeit marks in commerce in connection with the sale, offering for sale, or distribution of telecommunication hardware associated promotional, marketing, and advertising materials, knowing that their use of the METROPCS marks has always been and continues to be counterfeit.

42. Defendant's use of the counterfeit METROPCS marks is likely to cause confusion, mistake, or to deceive.

43. As a result of Defendant's use of the counterfeit marks, MetroPCS has sustained and will continue to sustain harm to its valuable goodwill and reputation established in connection with the use and promotion of the METROPCS marks, causing loss of profits. Defendant has benefited from its use of the counterfeit METROPCS marks and from the improper association of the WXG retail establishment with MetroPCS.

44. On information and belief, Defendant's actions are willful and wanton, or are in reckless disregard for the rights of MetroPCS in the METROPCS marks.

45. Unless restrained and enjoined, Defendant is likely to continue to use the counterfeit marks, causing MetroPCS irreparable damage as detailed above. MetroPCS is entitled to injunctive relief, treble damages or treble profits, and attorneys' fees.

#### **COUNT IV – COMMON LAW UNFAIR COMPETITION**

46. MetroPCS repeats and realleges the allegations of paragraphs 1 through 45 as if fully set forth herein.

47. As a result of the care and skill exercised by MetroPCS in the conduct of its business, particularly in the maintaining of high-quality goods and services, by its extensive advertising, and by the extensive marketing of goods and services for wireless communication

services and hardware, the goods and services offered under the METROPCS marks have acquired a reputation for quality and dependability. As a result of these efforts by MetroPCS, consumers recognize that the METROPCS marks identify goods and services of MetroPCS, and its licensees, exclusively. The METROPCS marks are widely known and symbolize the goodwill that MetroPCS has created by the sale of dependable, high-quality goods and services.

48. Well after the filing of MetroPCS' trademark applications for the METROPCS marks, Defendant began using the METROPCS marks in connection with wireless communications hardware associated promotional, marketing, and advertising materials, without leave or license from MetroPCS. Such conduct constitutes misappropriation, unfair competition, and infringement and is likely to cause confusion, mistake, or deception because Defendant's marks are identical or are confusingly similar to MetroPCS' registered marks and are used on identical or related goods. Consumers that encounter Defendant's use of the METROPCS marks are likely to incorrectly conclude that Defendant and its goods are affiliated, connected, or associated with MetroPCS or MetroPCS' goods and services.

49. As a result of Defendant's actions, MetroPCS has sustained and will continue to sustain harm to its valuable goodwill and reputation established in connection with the use and promotion of the METROPCS marks, causing loss of profits. Defendant has benefited from its improper association between the WXG retail establishment and MetroPCS, and members of the public are likely to be confused, misled, or deceived.

50. Defendant's actions are willful and wanton, or are in reckless disregard for the rights of MetroPCS in the METROPCS marks.

51. In the alternative, Defendant's actions are negligent.

52. Unless restrained and enjoined, Defendant is likely to continue to engage in unfair acts, causing MetroPCS irreparable damage as detailed above. MetroPCS is entitled to injunctive relief and damages.

**COUNT V – COMMON LAW TRADEMARK INFRINGEMENT**

53. MetroPCS repeats and realleges the allegations of paragraphs 1 through 52 as if fully set forth herein.

54. Defendant's use of marks that are confusingly similar to the METROPCS marks constitutes trademark infringement in violation of the common law.

55. As a result of the Defendant's actions, MetroPCS has sustained and will continue to sustain harm to its valuable goodwill and reputation established in connection with the use and promotion of the METROPCS marks, causing loss of profits. Defendant has benefited from its improper association between the WXG retail establishment and MetroPCS and members of the public are likely to be confused, misled, or deceived.

56. Defendant's actions are willful and wanton, or are in reckless disregard for the rights of MetroPCS in the METROPCS marks.

57. In the alternative, Defendant's actions are negligent.

58. Unless restrained and enjoined, Defendant is likely to continue to engage in common law trademark infringement, causing MetroPCS irreparable damage as detailed above. MetroPCS is entitled to injunctive relief and damages.

**COUNT VI – TORTIOUS INTERFERENCE  
WITH EXISTING CONTRACTUAL RELATIONS**

59. MetroPCS repeats and realleges the allegations of paragraphs 1 through 58 as if fully set forth herein.

60. MetroPCS has valid contracts with authorized dealers in Texas and throughout the country.

61. MetroPCS has a valid contract with an authorized vendor for telecommunication device accessories.

62. Defendant willfully and intentionally interfered with existing contracts between MetroPCS and its authorized dealers and its authorized vendor by using the METROPCS marks without leave or license from MetroPCS to deceive such existing authorized dealers into the mistaken belief that MetroPCS is affiliated with Defendant.

63. Upon information and belief, some existing authorized dealers have purchased unauthorized advertising, promotional, and marketing materials and have purchased telecommunication device accessories bearing the METROPCS marks because of Defendants' deceptive and misleading conduct, causing MetroPCS to suffer actual damage and loss to its valuable goodwill and business reputation.

64. Unless restrained and enjoined, Defendant is likely to continue to interfere with MetroPCS' existing business relationships, causing MetroPCS irreparable damage as detailed above. MetroPCS is entitled to injunctive relief.

#### **COUNT VII – UNJUST ENRICHMENT**

65. MetroPCS repeats and realleges the allegations of paragraphs 1 through 64 as if fully set forth herein.

66. Defendant has taken and infringed upon the METROPCS marks for its own commercial benefit without compensation to MetroPCS. As a result, Defendant has unjustly profited from the goodwill and reputation associated with the METROPCS marks upon which Defendant unlawfully infringed. Accordingly, MetroPCS seeks a full accounting and recovery from Defendant for the benefits and profits it has unjustly received.

**COUNT VIII - DILUTION AND INJURY TO BUSINESS REPUTATION**  
**UNDER TEX. BUS. & COM. CODE § 16.29**

67. MetroPCS repeats and realleges the allegations of paragraphs 1 through 66 as if fully set forth herein.

68. MetroPCS has established a business reputation through the use of the METROPCS marks because of MetroPCS' extensive promotion of the METROPCS marks and sales of uniformly high quality telecommunications products and services. MetroPCS' business reputation has created a distinctive quality in the inherently distinctive METROPCS marks.

69. The METROPCS marks have continued to be used by MetroPCS long before the Defendant's infringing use of the METROPCS marks.

70. Defendant's unauthorized use of the METROPCS marks is likely to injure MetroPCS' business reputation through dilution of the METROPCS marks, by blurring the distinctiveness of the METROPCS marks and/or tarnishing the goodwill associated with the METROPCS marks.

71. As a result of Defendant's actions, MetroPCS has sustained and will continue to sustain the dilution of valuable goodwill and reputation established in connection with the use and promotion of the METROPCS marks, causing loss of sales and profits.

72. Defendant's actions are willful and wanton, or are in reckless disregard for the rights of MetroPCS in the METROPCS marks.

73. Unless restrained and enjoined, Defendant is likely to continue to engage in acts that dilute the METROPCS marks, through blurring and/or tarnishment, causing MetroPCS irreparable damage as detailed above. Defendant is liable to MetroPCS and MetroPCS is entitled to injunctive relief, profits, and damages.

**COUNT IX – ATTORNEYS’ FEES**

74. MetroPCS repeats and realleges the allegations of paragraphs 1 through 73 as if fully set forth herein.

75. Due to Defendant’s wrongful conduct as alleged herein, MetroPCS has retained the undersigned law firm to represent it and prosecute this action on its behalf, and has agreed to pay their reasonable attorneys’ fees and expenses for prosecuting this action. Because Defendant’s actions have been willful and deliberate, this is an exceptional case for which attorneys’ fees are recoverable under 15 U.S.C. § 1117(a) and/or applicable state law, pursuant to which MetroPCS requests an award of its attorneys’ fees, costs, and expenses incurred in prosecuting this lawsuit.

**REQUEST FOR PRELIMINARY INJUNCTION**

76. MetroPCS repeats and realleges the allegations of paragraphs 1 through 75 as if fully set forth herein.

77. MetroPCS’ request for a preliminary injunction is authorized by 15 U.S.C § 1116(a) and by the general laws of equity.

78. MetroPCS will suffer irreparable harm if Defendant is not enjoined during the pendency of this lawsuit from ---making false or misleading statements or representations regarding Defendant’s affiliation to MetroPCS as its authorized vendor and from using the METROPCS marks, or any variation thereof, on or in connection with Defendant’s Website. Injury is imminent because, upon information and belief, Defendant is selling inferior products bearing the METROPCS marks and is currently diverting damaging MetroPCS’ reputation and goodwill. Injury is irreparable because Defendant’s inferior products, bearing the METROPCS marks, are being sold to the public through unsuspecting authorized dealers, permanently

damaging MetroPCS' goodwill and business reputation. Because MetroPCS' trademark rights and goodwill associated with MetroPCS' business and the METROPCS marks are unique and irreplaceable, MetroPCS has no adequate remedy at law. It will be impossible to accurately measure, in monetary terms, the damages caused by Defendants' conduct.

79. There is a substantial likelihood that MetroPCS will prevail on the merits because Defendant's use of the METROPCS marks infringes MetroPCS' trademark rights, comprises unfair competition, dilutes the METROPCS marks, and violates Texas statutory and common law.

80. The harm faced by MetroPCS outweighs the harm that would be sustained by Defendant if the preliminary injunction were granted. In contrast to MetroPCS, which seeks to protect the goodwill associated with its telecommunication hardware and services and the METROPCS marks, developed at considerable time and expense, Defendant only stand to lose the undeserved benefits derived from unlawfully using the METROPCS marks and making false and misleading statements regarding its affiliation with MetroPCS and its telecommunication hardware and services.

81. Issuance of a preliminary injunction would not adversely affect public interest and policy because the injunction would serve to prevent consumer confusion in the marketplace.

82. MetroPCS is willing to post a bond in the amount the court deems appropriate.

#### **REQUEST FOR PERMANENT INJUNCTION**

83. MetroPCS repeats and realleges the allegations of paragraphs 1 through 81 as if fully set forth herein.



84. MetroPCS asks the court to set its application for injunctive relief for a full trial on the issues in this application and, after the trial, to issue a permanent injunction against Defendant.

**JURY DEMAND**

85. Plaintiff MetroPCS hereby demands a trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, MetroPCS respectfully requests that this Court:

a. issue a preliminary injunction enjoining Defendant from using any mark comprising any one of the METROPCS marks, any combination or variation of these marks, or any other variation of terms or designs that are confusingly similar to any of MetroPCS' marks, including the METROPCS marks.

b. issue a permanent injunction enjoining Defendant from using any mark comprising any one of the METROPCS marks, any combination or variation of these marks, or any other variation of terms or designs that are confusingly similar to any of MetroPCS' marks, including the METROPCS marks.

c. order that Defendant be required to deliver up for destruction or, alternatively, to obliterate all infringing marks on its premises and its entire inventory of infringing items, including, but not limited to, all signs, calendars, advertisements, computer programs, website pages, packaging and listings, literature, correspondence, invoices, and catalogs, or any other material in Defendant's possession bearing the METROPCS marks or any other mark similar thereto.

d. issue a judgment that Defendant be required to post a conspicuous notice in the WXG retail establishment located at 1840 County Line Road, Huntingdon Valley, PA 19006, any other similar retail establishments owned or controlled by the Defendant, and post a conspicuous

notice on its website (<http://www.wirexgroup.com>) that neither Defendant nor the establishment are affiliated, associated, or otherwise connected with MetroPCS.

e. issue a judgment that Defendant be required to contact each customer for whom Defendant's records show to have used Defendant's goods or services and notify such persons that Defendant and the WYG retail establishment are not associated, affiliated, or otherwise connected with MetroPCS.

f. issue a judgment that Defendant be required, within thirty (30) days after service on Defendant of any injunction, to file with the Court and serve on MetroPCS a report in writing under oath, setting forth in detail the manner and form in which Defendant has complied with the injunction.

g. issue a judgment that upon ten (10) days' notice, for the next five years, MetroPCS be permitted to inspect and audit Defendant's premises, inventory, and all business records to determine compliance with the injunction issued by the Court.

h. award all damages sustained and proved by MetroPCS and profits realized by Defendant by reason of Defendant's unlawful acts alleged herein, and that the damages and profits be increased as provided by law and trebled for the willfulness of Defendant's acts pursuant to 15 U.S.C. § 1117(a).

i. award treble profits or treble damages, whichever is greater, pursuant to 15 U.S.C. § 1117(b) or, at MetroPCS' election at any time before final judgment is rendered, statutory damages increased for willfulness pursuant to 15 U.S.C. § 1117(c), by reason of Defendant's use of the counterfeit METROPCS marks.

j. award any additional exemplary and punitive damages based on Defendant's willful conduct and such other acts as may justify an award of exemplary or punitive damages.

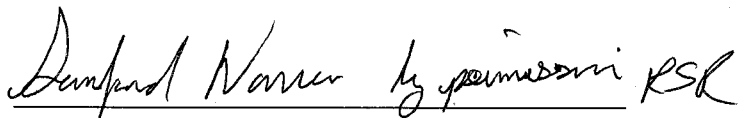
k. award any prejudgment interest, including amounts recoverable pursuant to 15 U.S.C. § 1117(b).

l. award any and all reasonable attorney's fees and costs incurred in this action, including fees and costs recoverable pursuant to 15 U.S.C. § 1117(a) and (b).

m. award any and all other and further relief, in law and in equity, as this Court deems just and equitable.

Dated: June 24, 2009

Respectfully submitted,



Sanford E. Warren, Jr.

State Bar No. 20888690

swarren@akingump.com

R. Scott Rhoades

State Bar No. 90001757

srhoades@akingump.com

AKIN GUMP STRAUSS HAUER & FELD LLP

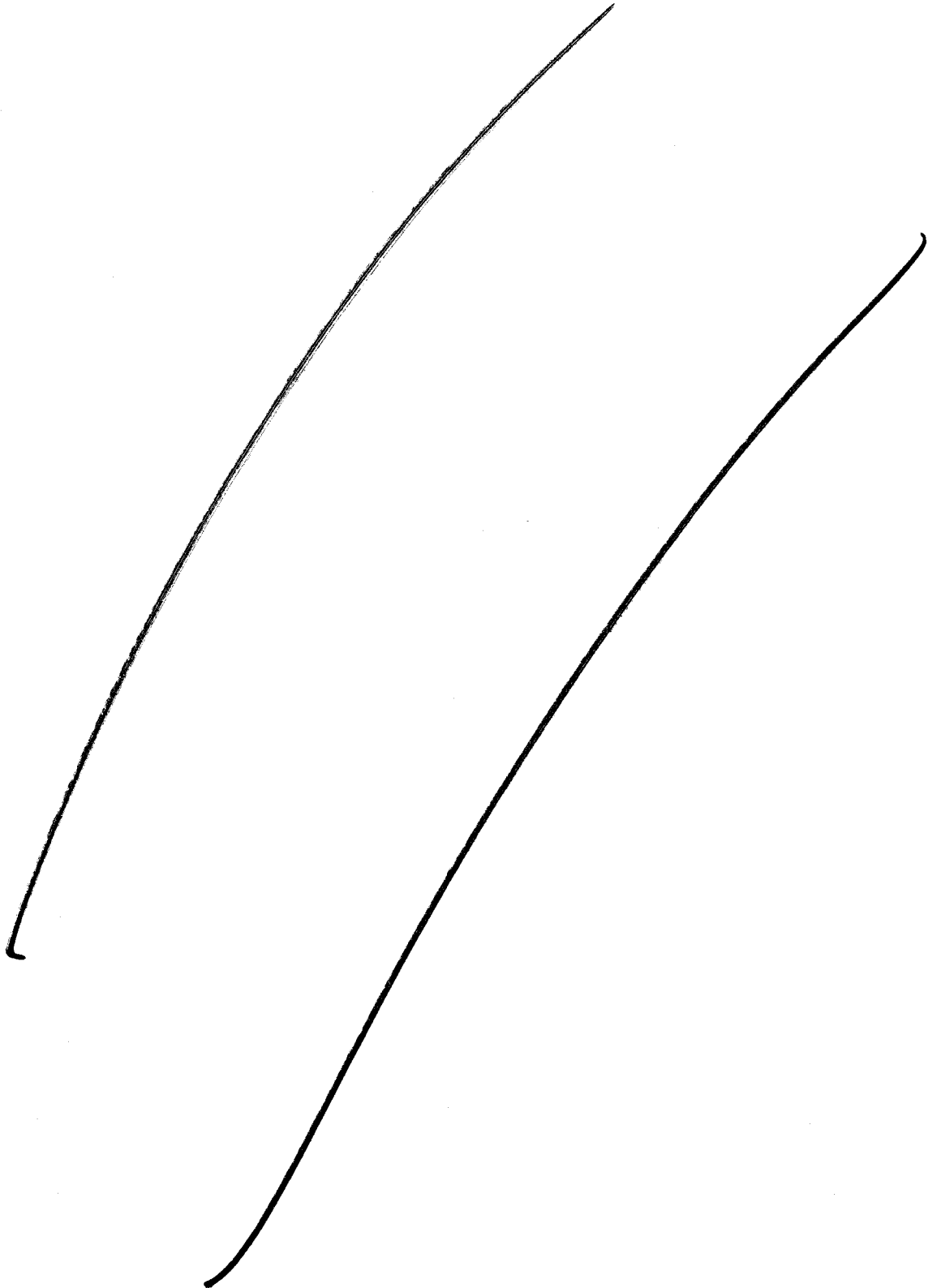
1700 Pacific Avenue, Suite 4100

Dallas, Texas 75201

Telephone: (214) 969-2877

Facsimile: (214) 969-4343

**ATTORNEYS FOR PLAINTIFF  
METROPCS WIRELESS, INC.**



**Int. Cl.: 38**

**Prior U.S. Cls.: 100, 101, and 104**

**United States Patent and Trademark Office**

**Reg. No. 2,792,316**

**Registered Dec. 9, 2003**

**SERVICE MARK  
PRINCIPAL REGISTER**

**metroPCS**

METROPCS, INC. (DELAWARE CORPORATION)  
8144 WALNUT HILL LANE  
SUITE 1250  
DALLAS, TX 75225

CES FOR THE TRANSMISSION OF VOICE AND  
DATA, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 2-1-2002; IN COMMERCE 2-1-2002.

FOR: TELECOMMUNICATIONS SERVICES,  
NAMELY, WIRELESS TELEPHONY AND WIRE-  
LESS BROADBAND COMMUNICATIONS SERVI-

SN 76-344,650, FILED 12-3-2001.

ELISSA GARBER KON, EXAMINING ATTORNEY

**Int. Cl.: 9**

**Prior U.S. Cls.: 21, 23, 26, 36, and 38**

**Reg. No. 2,784,778**

**United States Patent and Trademark Office**

**Registered Nov. 18, 2003**

**TRADEMARK  
PRINCIPAL REGISTER**

**metroPCS**

METROPCS, INC. (DELAWARE CORPORATION)  
8144 WALNUT HILL LANE  
SUITE 1250  
DALLAS, TX 75225

FOR: TELECOMMUNICATION HARDWARE,  
NAMELY, WIRELESS TELEPHONES, BATTERIES,  
CHARGERS, HANDS-FREE DEVICES, AND WIRE-  
LESS HANDHELD COMMUNICATION DEVICES  
TO TRANSMIT, RECEIVE, OR OTHER WISE AC-  
CESS COMMUNICATIONS NETWORKS, FOR USE

IN WIRELESS TELEPHONY AND IN THE PROVI-  
SION OF WIRELESS BROADBAND COMMUNICA-  
TION SERVICES FOR THE TRANSMISSION OF  
VOICE AND DATA, IN CLASS 9 (U.S. CLS. 21, 23,  
26, 36 AND 38).

FIRST USE 2-1-2002; IN COMMERCE 2-1-2002.

SN 76-337,467, FILED 11-14-2001.

ELISSA GARBER KON, EXAMINING ATTORNEY

**Int. Cl.: 9**

**Prior U.S. Cls.: 21, 23, 26, 36, and 38**

**Reg. No. 2,865,446**

**United States Patent and Trademark Office**

**Registered July 20, 2004**

**TRADEMARK  
PRINCIPAL REGISTER**

**METROPCS**

METROPCS, INC. (DELAWARE CORPORATION)  
8144 WALNUT HILL LANE, SUITE 1250  
DALLAS, TX 75225

FOR: TELECOMMUNICATION HARDWARE,  
NAMELY, WIRELESS TELEPHONES, BATTERIES,  
CHARGERS, HANDS-FREE DEVICES AND WIRE-  
LESS HANDHELD COMMUNICATION DEVICES  
TO TRANSMIT, RECEIVE OR OTHERWISE ACCESS  
COMMUNICATIONS NETWORKS, FOR USE IN  
WIRELESS TELEPHONY AND IN THE PROVISION

OF WIRELESS BROADBAND COMMUNICATION  
SERVICES FOR THE TRANSMISSION OF VOICE  
AND DATA, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND  
38).

FIRST USE 2-1-2002; IN COMMERCE 2-1-2002.

SN 76-337,997, FILED 11-14-2001.

ELISSA GARBER KON, EXAMINING ATTORNEY

**Int. Cl.: 38**

**Prior U.S. Cls.: 100, 101, and 104**

**Reg. No. 2,803,097**

**United States Patent and Trademark Office**

**Registered Jan. 6, 2004**

**SERVICE MARK  
PRINCIPAL REGISTER**

**METROPCS**

METROPCS, INC. (DELAWARE CORPORATION)  
8144 WALNUT HILL LANE, SUITE 1250  
DALLAS, TX 75225

CES FOR THE TRANSMISSION OF VOICE AND  
DATA, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 2-1-2002; IN COMMERCE 2-1-2002.

FOR: TELECOMMUNICATIONS SERVICES,  
NAMELY, WIRELESS TELEPHONY AND WIRE-  
LESS BROADBAND COMMUNICATIONS SERVI-

SN 76-345,024, FILED 12-3-2001.

ELISSA GARBER KON, EXAMINING ATTORNEY



**Int. Cls.: 9 and 38**

**Prior U.S. Cls.: 21, 23, 26, 36, 38, 100, 101 and 104**

**United States Patent and Trademark Office**

**Reg. No. 3,542,846**

**Registered Dec. 9, 2008**

**TRADEMARK  
SERVICE MARK  
PRINCIPAL REGISTER**

**metroPCS**

METROPCS WIRELESS, INC. (DELAWARE CORPORATION)  
2250 LAKESIDE BOULEVARD  
RICHARDSON, TX 75082

FOR: TELECOMMUNICATION HARDWARE, NAMELY, WIRELESS TELEPHONES, BATTERIES, CHARGERS, HANDS-FREE DEVICES AND WIRELESS HANDHELD COMMUNICATION DEVICES TO TRANSMIT, RECEIVE OR OTHERWISE ACCESS COMMUNICATIONS NETWORKS, FOR USE IN WIRELESS TELEPHONY AND IN THE PROVISION OF WIRELESS BROADBAND COMMUNICATION SERVICES FOR THE TRANSMISSION OF VOICE AND DATA, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 2-1-2002; IN COMMERCE 2-1-2002.

FOR: TELECOMMUNICATIONS SERVICES, NAMELY, WIRELESS TELEPHONY AND WIRE-

LESS BROADBAND COMMUNICATIONS SERVICES FOR THE TRANSMISSION OF VOICE AND DATA, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 2-1-2002; IN COMMERCE 2-1-2002.

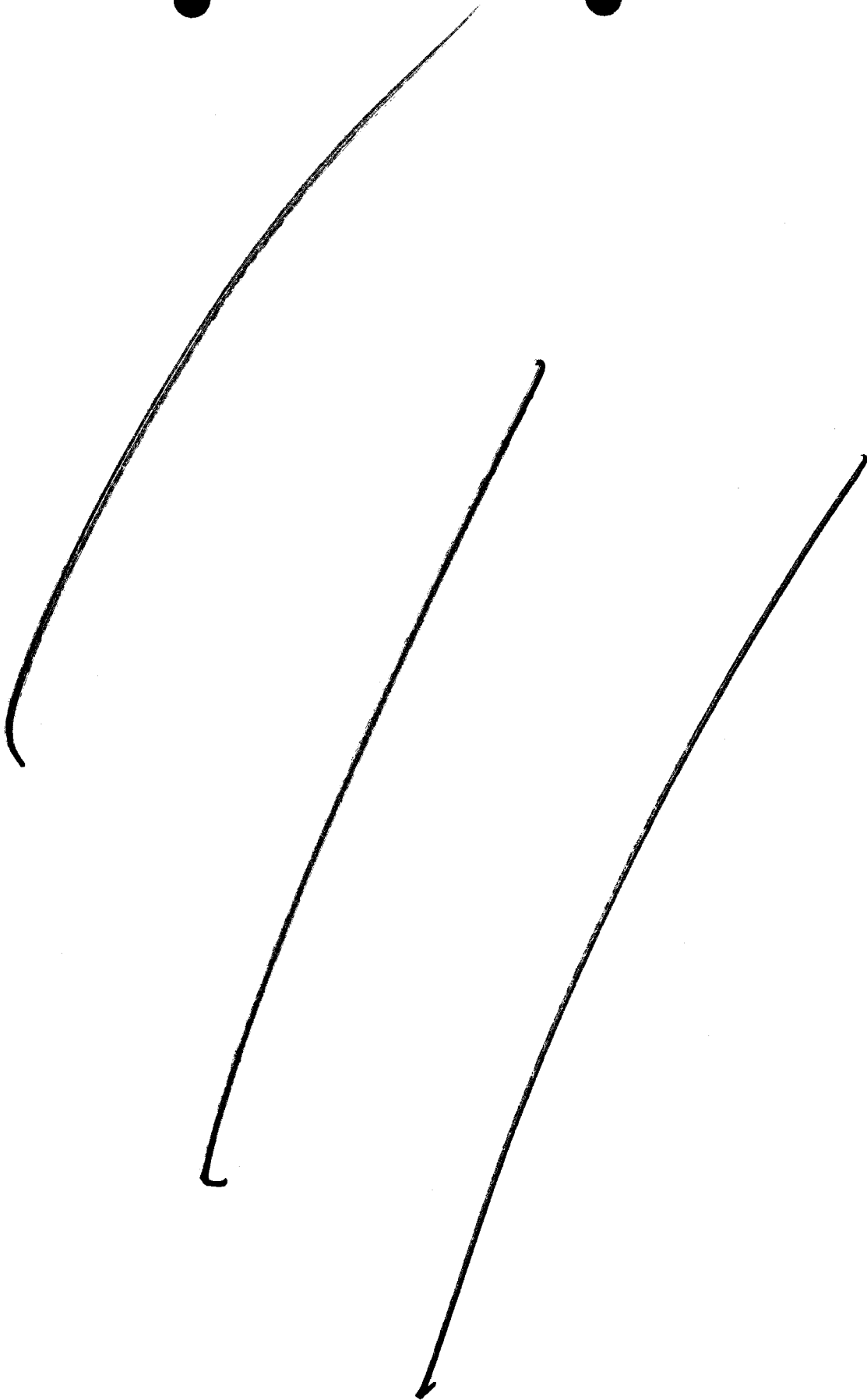
OWNER OF U.S. REG. NOS. 2,784,778, 2,803,097 AND OTHERS.

THE COLOR(S) PURPLE AND ORANGE IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF THE LETTERS "METRO" IN PURPLE, FOLLOWED BY THE LETTERS "PCS" IN ORANGE.

SER. NO. 77-365,528, FILED 1-7-2008.

APRIL ROACH, EXAMINING ATTORNEY



USPTO Assignments on the Web

**United States Patent and Trademark Office**

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**Assignments on the Web > Trademark Query****Trademark Assignment Assignee Details****Assignee Name : METROPCS WIRELESS, INC.****Total Assignments: 3****Assignment: 1****Reel/Frame:** 3512/0952**Pages:** 11**Received:** 04/03/2007**Recorded:** 04/03/2007**Attorney Dkt #:** 684096-0001**Conveyance:** MERGER**Assignor****Exec Dt:** 03/29/2007**1** METROPCS, INC.**Entity Type:** CORPORATION**Citizenship:** NONE**Assignee**METROPCS WIRELESS, INC.**Entity Type:** CORPORATION**1** 8144 WALNUT HILL LANE, SUITE 800  
DALLAS, TEXAS 75231**Citizenship:** NONE**Properties**

Ser. #	Reg. #	Ser. #	Reg. #	Ser. #	Reg. #	Ser. #	Reg. #	Ser. #	Reg. #
<u>76337467</u>	<u>2784778</u>	<u>76337997</u>	<u>2865446</u>	<u>76344650</u>	<u>2792316</u>	<u>76356356</u>	<u>2792361</u>	<u>76361994</u>	NONE
<u>76361998</u>	<u>2967544</u>	<u>76361999</u>	<u>2923692</u>	<u>76496591</u>	<u>2902174</u>	<u>76538860</u>	<u>2356758</u>	<u>76538861</u>	<u>2957733</u>
<u>76538862</u>	<u>2957734</u>	<u>76538863</u>	NONE	<u>76554518</u>	NONE	<u>76554523</u>	<u>2977779</u>	<u>76603916</u>	NONE
<u>76604270</u>	<u>3121250</u>	<u>76628250</u>	<u>3261612</u>	<u>78650979</u>	<u>3166669</u>	<u>78932723</u>	<u>3247231</u>	<u>78969287</u>	<u>3545428</u>

**Correspondence name and address**KAREN L. THIESSE  
1700 PACIFIC AVE, SUITE 4100  
DALLAS, TX 75201-4675**Assignment: 2**

USPTO Assignments on the Web

Reel/Frame: 3522/0038

Pages: 11

Received: 04/13/2007

Recorded: 04/13/2007

Attorney Dkt #: 684096-0011

Conveyance: MERGER

**Assignor**

Exec Dt: 03/29/2007

1 METROPCS, INC.

Entity Type: CORPORATION

Citizenship: NONE

**Assignee**METROPCS WIRELESS, INC.

Entity Type: CORPORATION

1 8144 WALNUT HILL LANE, SUITE 800  
DALLAS, TEXAS 75231

Citizenship: NONE

**Property**

Ser. #

Reg. #

763450242803097**Correspondence name and address**KAREN L. THIESSE  
1700 PACIFIC AVE, SUITE 4100  
DALLAS, TX 75201-4675**Assignment: 3**Reel/Frame: 3543/0944

Pages: 11

Received: 05/17/2007

Recorded: 05/17/2007

Attorney Dkt #: 684096-0044

Conveyance: MERGER

**Assignor**

Exec Dt: 03/29/2007

1 METROPCS, INC.

Entity Type: CORPORATION

Citizenship: NONE

**Assignee**METROPCS WIRELESS, INC.

Entity Type: CORPORATION

1 8144 WALNUT HILL LANE, SUITE 800  
DALLAS, TEXAS 75231

Citizenship: NONE

**Property**

Ser. #

Reg. #

77138908

NONE

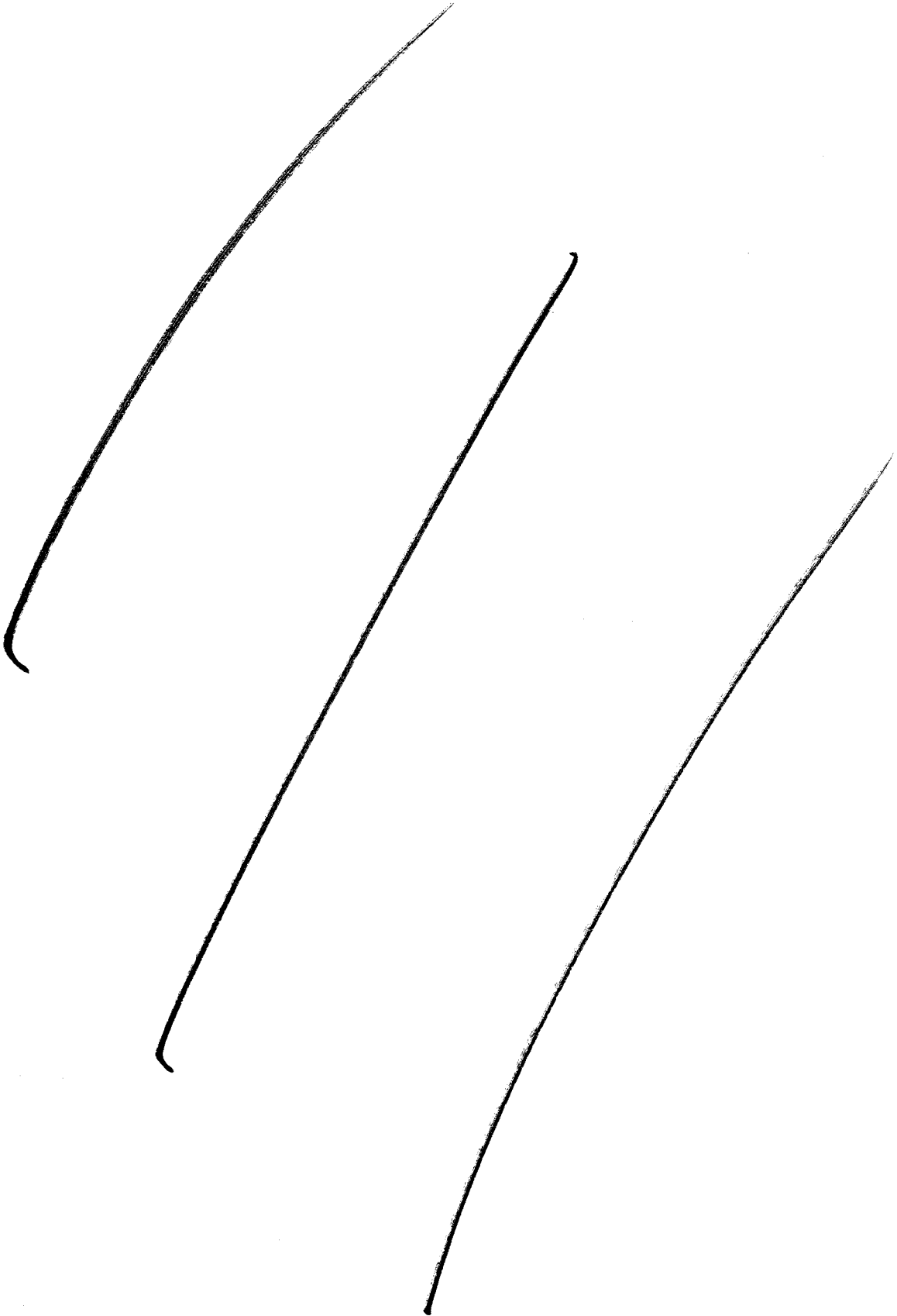
**Correspondence name and address**KAREN L. THIESSE  
1700 PACIFIC AVE, SUITE 4100  
DALLAS, TX 75201-4675

Search Results as of: 05/28/2009 01:42 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.

Web interface last modified: October 18, 2008 v.2.0.2

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# MetroPCS

1840 County Line Rd  
Huntington Valley PA 19006  
Phone 800.233.0013 • Fax 888.233.0220

**WIRELESS ACCESSORIES GROUP**  
A Division of Wireless Accessories Group, Inc.

SEARCH

## Search By Manufacturer

Huawei  
Kyocera  
Motorola  
Nokia  
RIM  
Samsung  
ZTE

## Search By Category

Batteries  
Bluetooth  
Faceplates  
Fashion Accessories  
Holsters/Beltclips  
Pouches  
Silicone Cases/Skins  
Travel Chargers  
Vehicle Chargers

## Bluetooth Products

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**Kyocera**  
Melo S1300 / Jax

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## Power Accessories

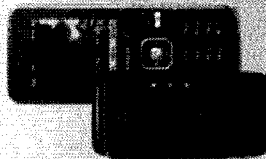
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## Mobile Accessories

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**Motorola**  
VE240

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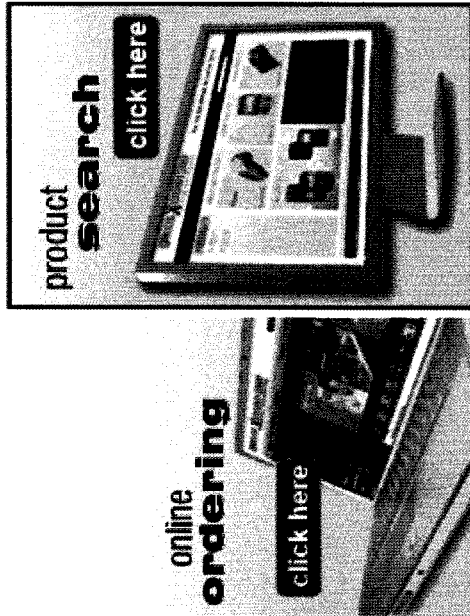
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Product Search

## Wireless Xcessories Group



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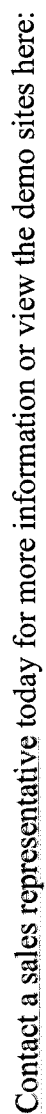
## Retail Support Services

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- [Free Touch Screen](#)
- [Point of Sale Systems](#)
- [Retail Packaging Options](#)
- [Carrier Compatability Charts](#)
- [Displays](#)
- [Posters & Signs](#)
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- [Referral Rewards Program](#)

## Free Custom Website

With more than 2000 accessories available for the handsets you carry, Wireless Xcessories Group has created a free customized website for the independent dealers out there, including: Metro PCS, Boost Mobile and Cricket themed sites. Add your company's logo, address and phone number and we will handle the rest. All the products will be updated as we get them and so will the handsets.





- MetroPCS
- Boost Mobile
- Cricket

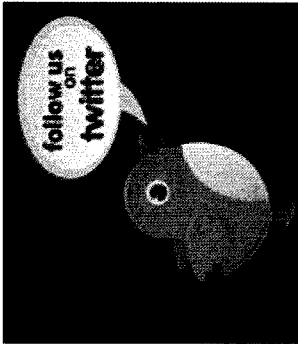
- [Home](#)
- [Retail Support Services](#)
- [Forms & Applications](#)
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- [About Us](#)
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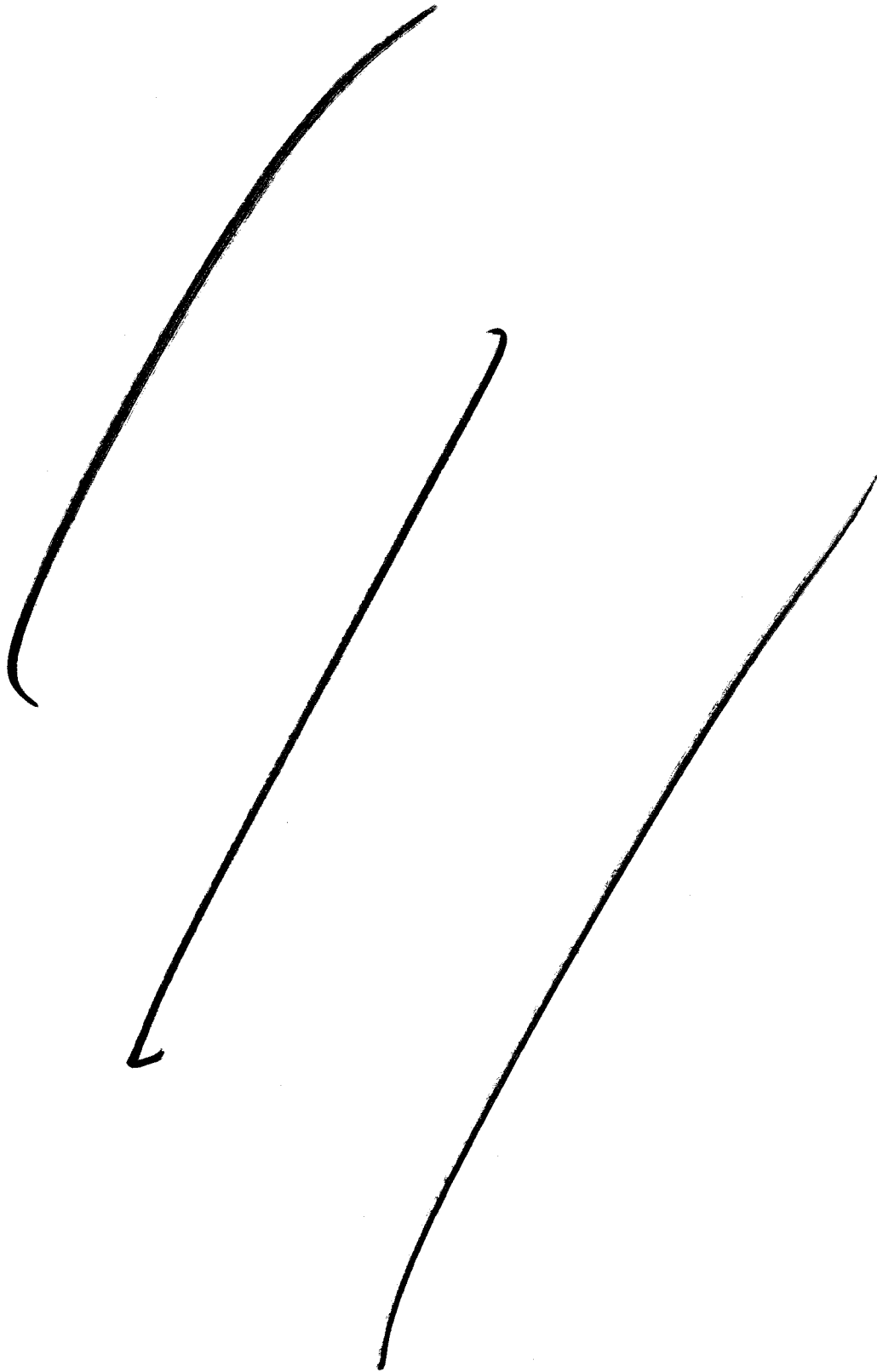
#### Links

- [eStore - Online Ordering](#)
- [Product Reference Site](#)

#### Contact

1840 County Line Road, Suite 301  
Huntingdon Valley, PA 19006  
Toll Free: 800.233.0013  
Local: 215.322.4600  
Fax: 888.233.0220  
Email: [webmaster \[at\] wirexgroup.com](mailto:webmaster@wirexgroup.com)





# Preferred Customer

# FREE

## Accessory Compatibility Charts

**Metro PCS** **SAMSUNG** **CDMA**

**Metro PCS** **MOTOROLA** **CDMA**

**POPULAR ACCESSORY CATEGORIES**

<b>HOLSTER WITH SHIMMEL CLIP</b>	<b>WIRELESS CHARGER</b>	<b>WIRELESS CHARGER</b>		
<b>SKINS WITH SHIMMEL CLIP</b>	<b>WIRELESS CHARGER</b>	<b>WIRELESS CHARGER</b>		
<b>SLIM SLEEVES &amp; SLEEVES</b>	<b>WIRELESS CHARGER</b>	<b>WIRELESS CHARGER</b>		
<b>PREMIUM LEATHER POUCH &amp; POUCHES</b>	<b>WIRELESS CHARGER</b>	<b>WIRELESS CHARGER</b>		

## Colorful Posters 18 x 24

## Custom Packaging

## Accessory Sale

Get a **FREE** case

with purchase  
of any Blackfoot  
Master & Car  
Champion

## 17 Counter Display

## 3-sided Spinning Metal Countertop Display

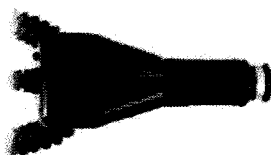
# Metro PCS Accessories

## Car Chargers

Price \*

### Standard In-Vehicle Charger

- Internal "Smart Chip" monitors current and voltage, won't overcharge your battery
- Single-stage LED light
- 3.5mm curly cord stretches up to 6 feet



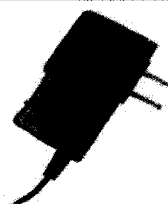
\$1.25

## Home/Travel Chargers

Price \*

### Standard Travel Charger

- Light, compact design
- In use LED light
- Replaces your phone's original charger



\$2.25

## Fitted Cases

Price  
(Retail Only)

### Skins Case for Samsung Messenger SCH-R450

- High-quality rubberized-neoprene construction
- 360° swivel belt clip
- Custom openings for camera lens, connector ports and phone controls



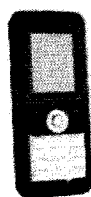
\$4.00

## Protective Shields

Price \*

### Colorful Protective Shields for Kyocera Melo & Samsung Messenger

- Durable 2 piece plastic protective cover
- 360° ratcheting swivel belt clip
- Precision designed (access to all ports and functions)



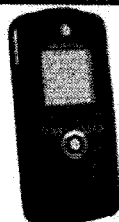
\$2.25

## Silicone Sleeves

Price \*

### Silicone Sleeves for Motorola VE240

- Made of durable, high-grade environment-friendly silicone
- Precision designed (access to all ports and functions)



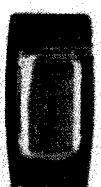
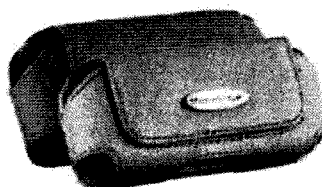
\$2.15

## Pouches

Price  
(Retail Only)

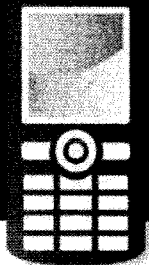
### Mobile Glove Universal Pouches

- Magnetic flip closure
- Two way belt attachment



\$4.99

Bulk/Retail - Add \$.25 for retail packaging



# WIRELESS XCESSORIES GROUP

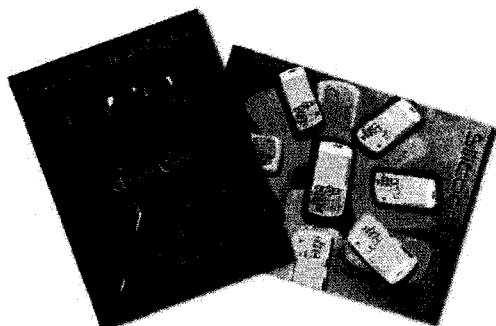
Largest Supplier of Wireless Accessories Worldwide

## Dear Metro PCS Agent

The Wireless Xcessories Group is celebrating our 25th year in business. We have created a dynamic and complete program dedicated to independent Metro PCS dealers. Here are some of the features of our program.

### One Stop Shopping

We have more than 300 accessories available for the handsets you and Metro PCS are featuring. Everything from chargers, cases, colorful and fashion items can be ordered from one source. We also offer a most convenient online website that shows over 2,500 additional accessories.

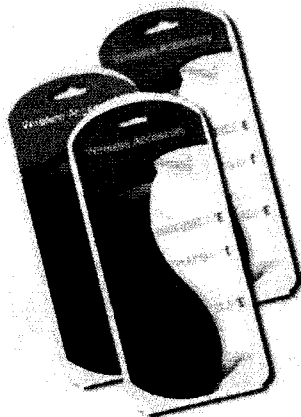


### FREE Value Added Services

We have included some information on some of the FREE services we offer to Metro PCS dealers. A FREE customized Metro PCS website, wall posters, countertop displays, and accessory compatibility charts. For large volume dealers we also offer a free e-commerce website with shopping cart. This will let your customers order accessories that you don't stock.

### 60 Day Guaranteed Sale Terms

Every new product category you try on our recommendation will be sold on the basis of 60 day guaranteed sale. If you haven't sold it after 60 days, return it for a 100% refund. It is our way of motivating you to try new products without risk.



### 2 Pricing Plans Order Bulk or Retail Packaged

We have attached a price list showing a few of the accessories available for Metro PCS phones. You can buy bulk or packaged either in standard or narrow clam shell.



### Call Today for FREE Samples

If there are specific items you would like to evaluate please call me and I'm sure we can accommodate your requests. To learn more about our company and services log onto [www.wirexgroup.com](http://www.wirexgroup.com).

Sales Rep





**YOUR STORE NAME  
and LOGO HERE**

Address  
Phone • Fax  
Store Hours

**HOME PAGE  
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FREE WEBSITE**

**Metro PCS**

SEARCH FOR YOUR PHONE

**Search by  
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- ▶ Huawei
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- ▶ Nokia
- ▶ Motorola
- ▶ Samsung
- ▶ ZTE

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Category**

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- ▶ Decorative Face Plate
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**Power Accessories**

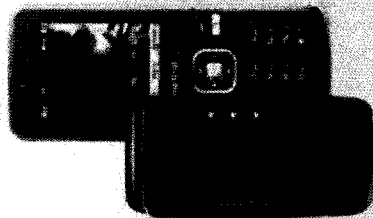
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power accessories  
Available Here...



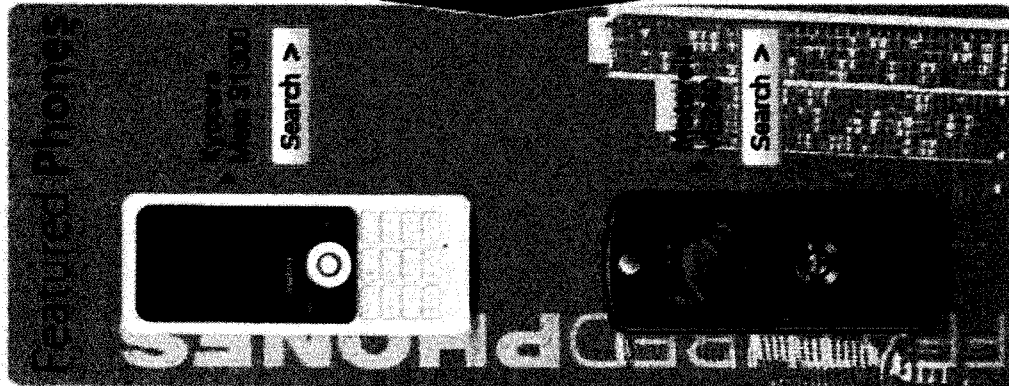
» learn more

**Mobile Accessories**

Latest and Greatest  
mobile accessories  
for your phone  
Available Here...



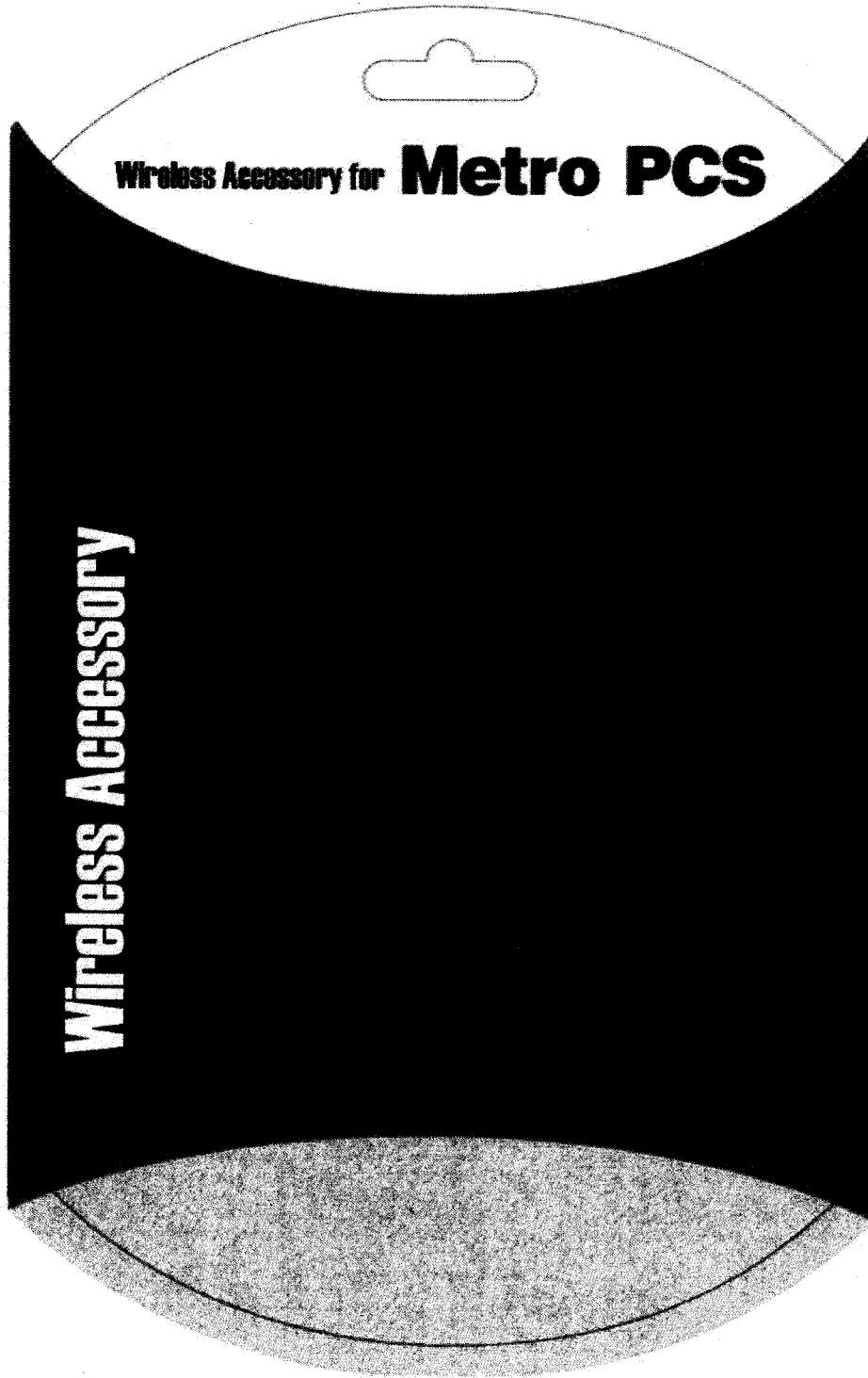
» learn more



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MetroPCS Generic



## CELL PHONE ACCESSORY



**Phone Cases:** Protect and beautify your phone with a leather case constructed of high quality full grain leather. Each case features a 360° swivel belt clip.

**Holsters:** Securely holds your phone to your belt. 180° Swivel belt clip adds comfort & easy access to your phone while sitting.

**Power Adapters:** Safely recharge your cell phone's battery in your vehicle or at home with unlimited talk and stand-by time.

**Lithium Ion Batteries:** Lithium Ion (Li-Ion) batteries perform like NiMH batteries, but in a smaller and generally lighter pack.

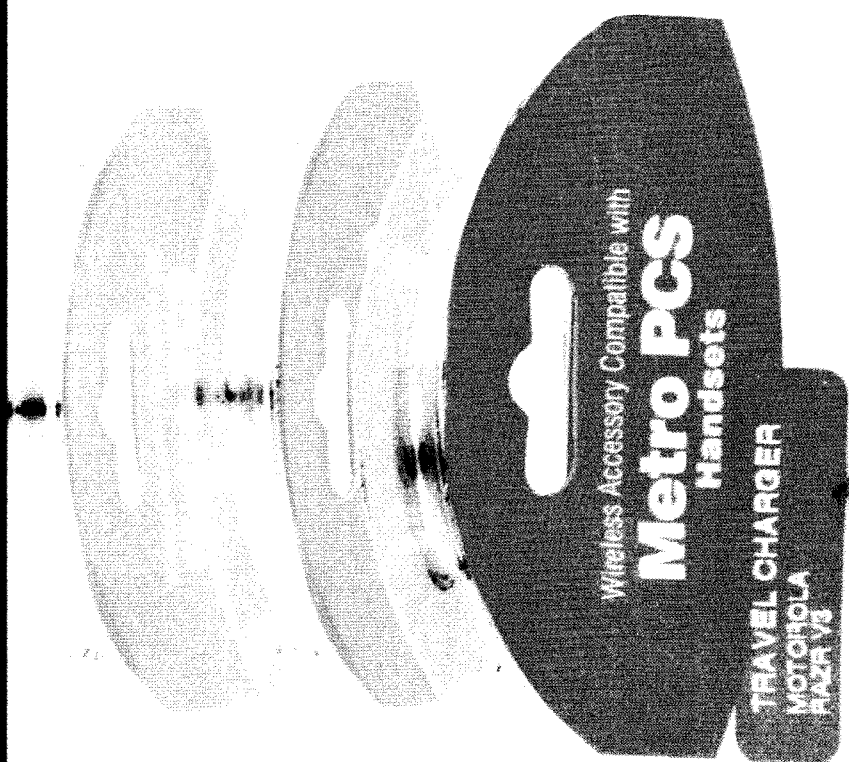
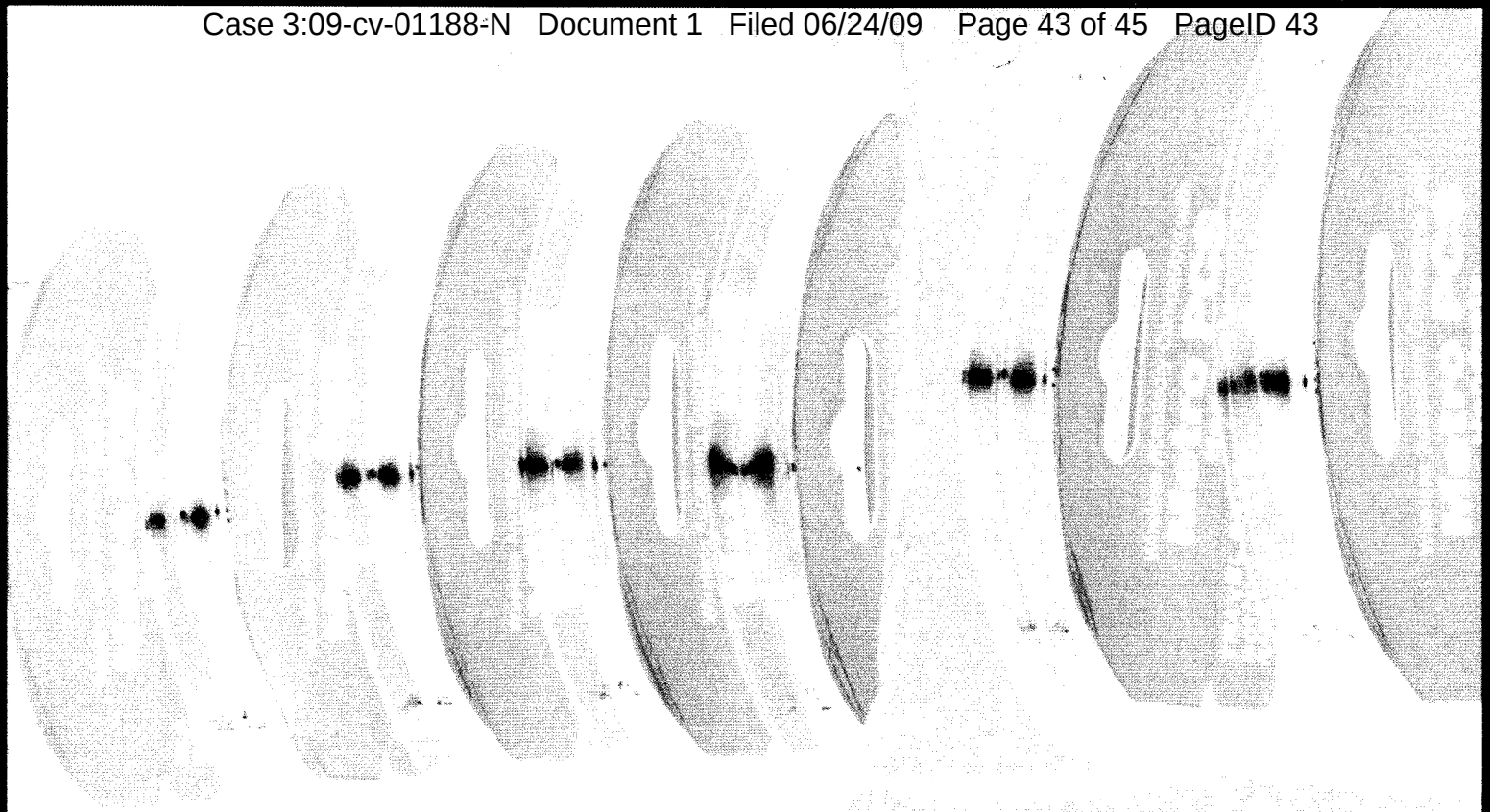
The product in this package has not been designed, manufactured or approved for sale by the phone manufacturer or Airtime Carrier. Any brand names used are for descriptive purposes only and are intended to inform the consumer regarding compatibility for the use intended.

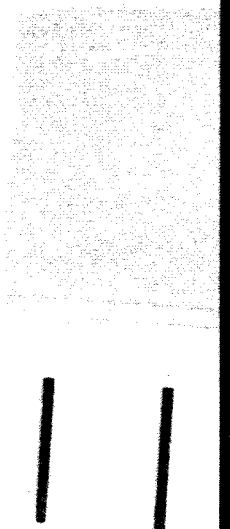
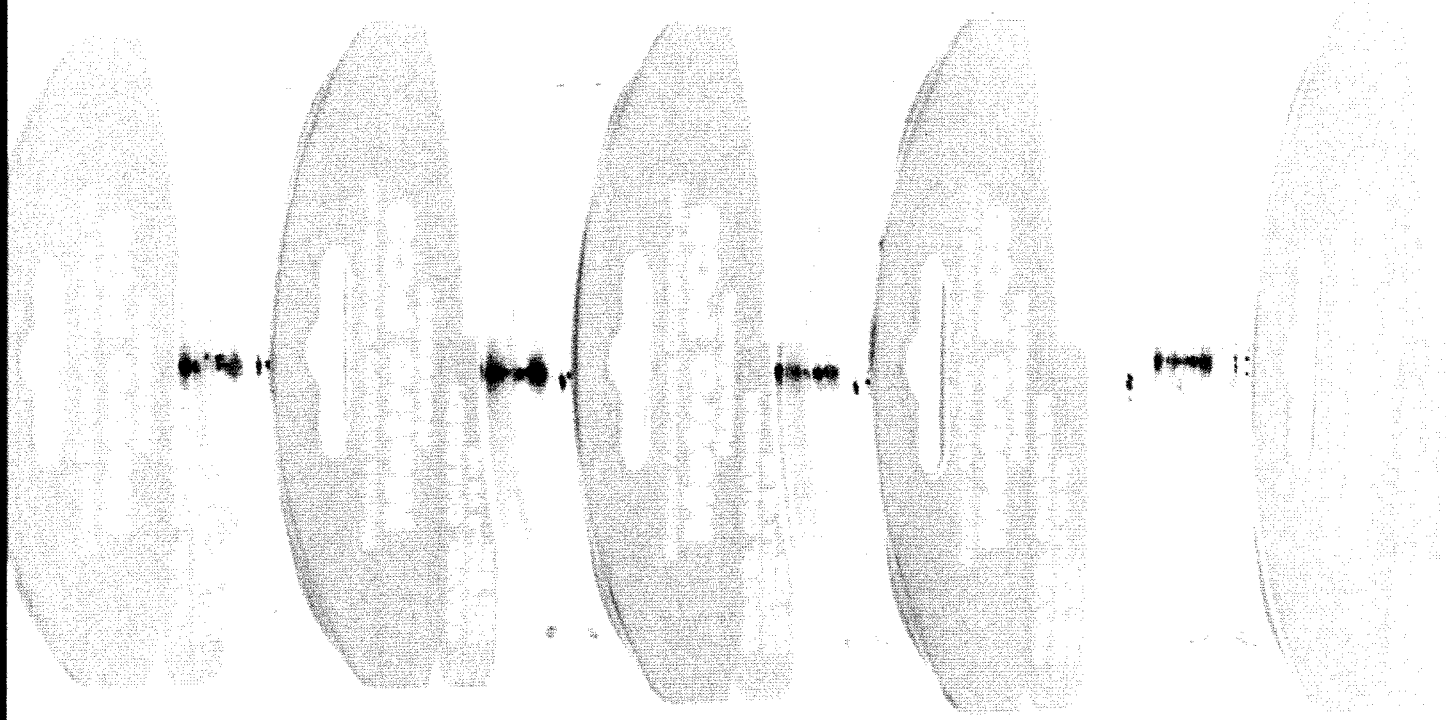
### 1 YEAR LIMITED WARRANTY

This Wireless Phone Accessory is warranted to be free from defects in materials and workmanship for one (1) year from the date of original purchase. This limited warranty does not cover damages caused by accident, misuse, modification or normal wear and tear.

### Made in China

All associated marks are the registered trademarks of an independently owned and operated company. This product has not been licensed or endorsed by the manufacturer of these products.





The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

# I. (a) PLAINTIFFS

METROPCS WIRELESS, INC.

(b) County of Residence of First Listed Plaintiff Dallas  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Sanford E. Warren, Jr., Akin Gump Strauss Hauer & Feld,  
1700 Pacific Avenue, Suite 4100, Dallas, TX 75201 214-969-2800

# DEFENDANTS

WIRELESS XCESSORIES GROUP, INC.

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. BY

Attorneys (If Known)

JUN 24 2009

# II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 2 U.S. Government Defendant  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

# III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |                                         | PTF                                   | DEF                        |                                                               | PTF                        | DEF                        |
|-----------------------------------------|---------------------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation                                                | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

# IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

# V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☒ 7 Appeal to District Judge from Magistrate Judgment

# VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

15 U.S.C. § 1114 et al  
trademark infringement and related claims

# VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

# VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE